

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

FILED
DEC 19 2008

CLERK

POET BIOREFINING-GOWRIE; POET
PLANT MANAGEMENT, LLC;
POET DESIGN AND CONSTRUCTION,
INC.; POET RESEARCH, INC.; *
* CIV. 08-4159
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Plaintiffs, *
* PERMANENT INJUNCTION AND
vs. * JUDGMENT OF DISMISSAL
*
* RONALD C. HARNACK, *
* Defendant. *
*

This Court previously entered a Temporary Restraining Order restraining Defendant from working for Cascade Grain, and from using and disclosing in any manner any of POET's confidential information or trade secrets to Cascade Grain, or any other person or entity. The parties have since executed a Settlement Agreement and have stipulated to the entry of a Permanent Injunction and Judgment of Dismissal. Based upon the parties' Stipulation for Entry of Permanent Injunction and Judgment of Dismissal and for good cause shown, it is hereby

ORDERED, ADJUDGED, AND DECREED that Defendant Ronald C. Harnack ("Harnack") is prohibited until December 4, 2009, from working in any capacity for Cascade Grain Products, LLC ("Cascade Grain") or any entity owned or controlled directly or indirectly by Cascade Grain; it is further

ORDERED, ADJUDGED, AND DECREED that if Harnack accepts new employment prior to December 4, 2009, Harnack shall provide a written notice to Plaintiffs' counsel of such employment, stating the name, address, and telephone number of the new employer; it is further

ORDERED, ADJUDGED, AND DECREED that the non-competition and confidentiality obligations set forth in the POET Biorefining Employment Agreement and the POET Biorefining Employee Confidentiality Agreement signed by Harnack on or about August 24, 2007, shall remain in full force and effect, and that Harnack shall comply with the non-competition and confidentiality obligations contained in those agreements; it is further

ORDERED, ADJUDGED, AND DECREED that this action is dismissed on the merits and with prejudice, without taxation of costs to any party; it is further

ORDERED, ADJUDGED, AND DECREED that this Court retains jurisdiction over this matter to the extent necessary to enforce this Permanent Injunction and the parties' Settlement Agreement; that the dismissal of this case does not affect enforceability of this Permanent Injunction and does not prohibit reopening of the case, if necessary, to enforce the terms of this Permanent Injunction or the Settlement Agreement; it is further

ORDERED, ADJUDGED, AND DECREED that the surety posted by Plaintiffs in connection with entry of the Temporary Restraining Order may be released back to Plaintiffs; and it is further

ORDERED, ADJUDGED, AND DECREED that ten percent (10%) of the interest earned on Plaintiffs' surety posted in this case shall be retained by the United States Clerk of Courts pursuant to 28 U.S.C. § 1914(b).

Dated at Sioux Falls, South Dakota this 19th day of December, 2008.

BY THE COURT:

Lawrence L. Piersol

Honorable Lawrence L. Piersol
United States District Judge

ATTEST:

Joseph Haas
Clerk of Courts

Shelly Margulies
Deputy

(SEAL)